

1 **BEFORE THE CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA**

2  
3 In the Matter of:

4 **PASQUALE LAURITO, D.C.,**

5 Respondent.

CASE NO.: 05-15

6  
7 **AGREED SETTLEMENT OF**  
8 **DISCIPLINARY ACTION AND ORDER**

*Filed Oct. 5, 2006  
2:15 pm  
CPBN by  
Cindy Wade*

9 **IT IS HEREBY STIPULATED AND AGREED** by and between PASQUALE  
10 LAURITO (hereinafter "Respondent"), by and through his legal counsel, JOHN A. HUNT,  
11 ESQ., of the law firm of RALEIGH, HUNT & McGARRY, P.C., and CHIROPRACTIC  
12 PHYSICIANS' BOARD OF NEVADA (hereinafter "Board") by and through its  
13 Investigating Member of the Board, MARGARET COLUCCI, D.C., (hereinafter  
14 "Investigating Member") and the Board's counsel, RICHARD I. DREITZER, DEPUTY  
15 ATTORNEY GENERAL as follows:

16 **BACKGROUND**

17 1. On April 13, 2006, Respondent was issued a complaint by the Board alleging the  
18 following:

19 A. Respondent had failed to report to the Board that he had surrendered his  
20 Chiropractic License in the State of Arizona in violation of NRS  
21 634.018(5)(10) and (11).

22 B. Respondent's agreement(s) entered with agents for the law offices of Chad  
23 M. Golightly violated NAC 634.430(1)(e) since such agreement(s) resulted  
24 in "Capping" and "Fee Splitting" as defined in NAC 634.430(4)(a) & (b).  
25 Further entering into such agreement(s) is unprofessional conduct as defined  
26 in NRS 634.018(5), (10) & (11).

27 2. On September 1, 2006, Respondent filed an answer to the complaint.

28 **JURISDICTION**

3. Respondent is, and at all times mentioned herein was, a licensed chiropractor (License  
No. B617), and he acknowledges the Board has jurisdiction over him and the conduct addressed in  
the complaint.

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1                   **ACKNOWLEDGMENT AND VOLUNTARY WAIVER OF RIGHTS**

2           4.       Respondent is aware of, and fully understands, his right to have a hearing on the  
3       allegations set forth in the Complaint, his rights to reconsideration, appeal, and all other rights which  
4       may be accorded by the Nevada Administrative Procedure Act, the Nevada Chiropractic Act and  
5       accompanying regulations, and the federal and state constitutions. Respondent understands that he  
6       has the right to be represented by counsel in this matter at his own expense.

7           5.       Respondent, hereby freely, voluntarily and intelligently, waives the rights enumerated  
8       above, and instead chooses to enter into this Agreed Settlement with the Board in accordance with  
9       NRS 233B.121(5).

10          6.       Respondent understands the Board has to approve this proposed Agreed Settlement  
11       as provided herein, however, if this proposed Agreed Settlement is not accepted and signed by both  
12       the Board Respondent, the above waiver of rights is void and will have no effect whatsoever.

13          7.       In consideration of execution of this Agreed Settlement, Respondent for himself, his  
14       heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever  
15       discharge the State of Nevada, the Board, and each of their members, agents, and employees in their  
16       individual and representative capacities, from any and all manner of actions, causes of action, suits,  
17       debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or  
18       equity, that Respondent ever had, now has, may have, or claim to have against any or all of the  
19       persons or entities named in this section, arising out of or by reason of the Board's investigation, this  
20       disciplinary action, and all other matters relating thereto.

21          8.       Respondent hereby indemnifies and holds harmless the State of Nevada, the Board,  
22       and each of their members, agents, and employees in their individual and representative capacities  
23       against any and all claims, suits, and actions brought against said persons and/or entities by reason  
24       of the Board's investigation, this disciplinary action and all other matters relating thereto, and against  
25       any and all expenses, damages, and costs, including court costs and attorney fees, which may be  
26       sustained by the persons and/or entities named in this section as a result of said claims, suits, and  
27       actions.

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1 **FINDINGS AND CONDITIONS OF AGREEMENT**

2 9. Based upon the limited investigation conducted to date, Investigating Member  
3 Margaret Colucci, D.C. applying the administrative burden of proof of substantial evidence  
4 as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498  
5 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339  
6 (1994), see also NRS 233B.135(3)(e) and NAC 634.650(2), but not for any other purpose,  
7 finds there is substantial evidence Respondent violated of NRS 634.018(5)(10) & (11) when  
8 Respondent failed to report to the Board he had surrendered his Chiropractic License in the State of  
9 Arizona.

10 10. Based upon the limited investigation conducted to date, Investigating Member  
11 Margaret Colucci, D.C. applying the administrative burden of proof of substantial evidence  
12 as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498  
13 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339  
14 (1994), see also NRS 233B.135(3)(e) and NAC 634.650(2), but not for any other purpose,  
15 finds there is substantial evidence Respondent's agreement(s) with the law offices of Chad M.  
16 Golightly violated NAC 634.430(1)(e) since such agreement(s) resulted in "Capping" and "Fee  
17 Splitting" as defined in NAC 634.430(4)(a) & (b).

18 11. Applying the administrative burden of proof of substantial evidence as set forth  
19 in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); see  
20 also NRS 233B.135, and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881  
21 P.2d 1339 (1994), see also NRS 233B.135(3)(e) and NAC 634.650(2), but not for any other  
22 purpose, Respondent admits he unknowingly violated NRS 634.018(11) when Respondent failed  
23 to report to the Board he had surrendered his Chiropractic license in the State of Arizona.  
24 Respondent did not believe the voluntary surrender of his Arizona Chiropractic license was  
25 discipline. Since Respondent believed no disciplinary action was taken by the Arizona Board,  
26 Respondent believed his answers in response to Question 11 of the license renewal were truthful.

27 12. Applying the administrative burden of proof of substantial evidence as set forth  
28 in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); see

1 also NRS 233B.135, and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881  
2 P.2d 1339 (1994), see also NRS 233B.135(3)(e) and NAC 634.650(2), but not for any other  
3 purpose, Respondent admits he unknowingly violated of NRS 634.430(1)(e) when Respondent  
4 entered into agreement(s) with agents for the law offices of Chad M. Golightly since such  
5 agreement(s) resulted in "Capping" and "Fee splitting" as defined in NAC 634.430(4)(a) & (b).  
6 Before entering into such agreements, Respondent had contacted the Board's office to determine  
7 whether or not such an agreement would violate NRS 634.430(1)(e). Thereafter, the Board's office  
8 informed Respondent he should seek an opinion from private legal counsel. Thereafter, Respondent  
9 did seek a private legal opinion and was informed the arrangement between Respondent and the  
10 agents for offices of Chad M. Golightly did not violate NRS 634.430(1)(e).

11 13. Based upon the admissions contained in Paragraphs 11 and 12, Respondent  
12 agrees to the following terms and conditions:

13 A. Pursuant to NRS 634.190(2)(a), Respondent shall be placed on  
14 probation for a period of three (3) years from the adoption of this  
15 Agreement. During the three (3) year probationary period, Respondent  
16 shall allow a Board member or its agent to enter and inspect at any time his  
17 chiropractic facility and review his patient records, including but not limited  
18 to new patient and patient contact information, releases, liens, examinations,  
19 x-rays and x-ray reports, treatment records, SOAP notes, superbills, sign-in  
20 sheets, narrative reports, billing and payment records, receipt books,  
appointment calendars, and any other records related to patient care, and all  
documents and records related to his employment of persons to perform any  
manner of treatment to his patients, including but not limited to employment  
applications, payroll records, registration applications, correspondence with  
the Board, training programs and certificates. Further upon request,  
Respondent must make available copies of any and all agreements with  
any and all third parties.

21 B Pursuant to NRS 634.190(2)(d), Respondent agrees to the suspension of  
22 his Chiropractic license in the State of Nevada for a period of three (3)  
23 months upon adoption of this Agreement. In the event Respondent  
24 successfully completes the probationary period of three (3) years,  
25 Respondent's Chiropractic license in the State of Nevada shall be reinstated  
26 to good standing. Upon adoption of the Stipulation without any other  
27 action of the Board the Executive Director shall issue an Order of  
28 Suspension. In the event Respondent successfully completes the three (3)  
month suspension period the Executive Director without any other further  
action of the Board shall automatically issue an Order reinstating  
Respondent's Chiropractic license in the State of Nevada. During the three  
(3) month suspension period Respondent shall not be physically present  
during normal business at any of the Chiropractic offices operated by  
Respondent. Normal business hours are defined as: Monday - Thursday 8:30  
AM until 6:00 PM; Friday 9:00 AM until 1:00 PM; and Saturday 9:00 AM

1 until 1:00 PM.

- 2 C. Subsequent to the adoption of this Agreement should the Board's Executive  
3 Director receive substantial evidence that Respondent has entered into any  
4 agreement(s) which violated NAC 634.430(1)(e), Respondent agrees his  
5 Chiropractic license in the State of Nevada shall automatically be suspended  
6 without any further action of the Board other than the issuance of an Order  
7 of Suspension by the Executive Director. Respondent agrees to waive any  
8 right to seek injunctive relief from any Federal or State of Nevada District  
9 Court to prevent the automatic suspension of Respondent's Chiropractic  
10 license in the State of Nevada. Respondent shall be entitled to petition the  
11 Board for a hearing to reinstate his license. Respondent shall be entitled to  
12 a hearing before the Board within thirty (30) days of submitting a written  
13 request to the Board.
- 14 D. Respondent agrees to reimburse the Board for costs of the investigation and  
15 to monitor this Agreement in the amount of \_\_\_\_\_ Dollars. This amount  
16 shall be deposited with the Board within seven (7) days upon receiving  
17 written noticed from the Board's Executive Director.
- 18 E. Should Respondent enter into any future agreement(s) wherein there is  
19 substantial evidence Respondent has violated NAC 634.430(1)(e),  
20 Respondent agrees such a future violation shall be deemed a willful  
21 disobedience of the law, or of the regulations of the Sate board of  
22 Health or of the Chiropractic Physicians' Board of Nevada as set forth  
23 in NAC 634.018(5).
- 24 F. Any violation of this Agreement or NRS and NAC chapter 634 with the  
25 exception identified in Paragraph 13C constitutes grounds for the Board to  
26 take appropriate disciplinary action against Respondent.
- 27 G. Respondent shall pay a fine to the Board in the amount of Five Thousand  
28 (\$5,000.00) Dollars. Said amount shall be reported to the National  
Practitioners Data Bank.
- H. Respondent agrees during the three (3) year probationary period the  
Executive Director shall appoint a Compliance Officer who at the expense of  
the Respondent shall submit quarterly reports to the Executive Director to  
assure Respondent's compliance.

#### **ACCEPTANCE OF AGREEMENT BY BOARD**

14. Respondent understands the terms of this Agreed Settlement were presented to and  
were approved by the Board at a meeting on September 8, 2006.

15. Respondent understands this Agreement shall not become effective until it has been  
signed by himself and the President of the Board.

#### **EFFECT OF COMPLETE AGREEMENT**

16. The Agreed Settlement of Disciplinary Action and Order consists of seven (7) pages

1 and embodies the entire agreement reached between the Board and Respondent. It may not be  
2 altered, amended or modified without the express consent of the parties.

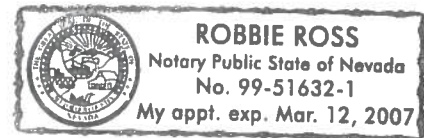
3 17. The Board shall retain jurisdiction in this case until all conditions have been met to  
4 the satisfaction of the Board.

5 DATED this 11 day of September, 2006.

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7  
8 PASQUALE LAURITO, D.C.  
Respondent

9 SUBSCRIBED and SWORN to before me  
10 this 11 day of SEPTEMBER, 2006.

11 [Signature]  
12 NOTARY PUBLIC



13 APPROVED AS TO FORM & CONTENT

14 [Signature]  
15 JOHN A. HUNT, ESQUIRE  
Counsel for Respondent

16 APPROVED AS TO FORM & CONTENT

17 [Signature]  
18 RICHARD I. DREITZER, ESQUIRE  
19 Deputy Attorney General  
20 Board Counsel

APPROVED AS TO FORM & CONTENT

21 [Signature]  
22 MARGARET COLUCCI, D.C.  
23 Investigating Member

24 **ORDER**

25 By a unanimous vote on September 8, 2006, Chiropractic Physicians' Board of Nevada  
26 approved and adopted the terms and conditions set forth in the Agreed Settlement of Disciplinary  
27 Action with Pasquale Laurito, D.C.

28 **IT IS SO ORDERED.**

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1 Dated this 8<sup>th</sup> day of September, 2006.

2 STATE OF NEVADA  
3 CHIROPRACTIC PHYSICIANS' BOARD OF  
4 NEVADA

5 By: Stephanie Youngblood D.C.  
6 STEPHANIE YOUNGBLOOD, D.C.  
7 PRESIDENT  
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